

TELECOMMUNICATIONS SERVICES  
OF TRINIDAD AND TOBAGO LIMITED

**Prepaid & Postpaid**

**TERMS  
&  
CONDITIONS**

imagineNext

**b**mobile

ranty be shorter, and you comply with 4.1 (a) and 4.1 (b), we shall provide a warranty equal in duration to that provided to us by the manufacturer.

**4.2** Our obligations under clause 4.1 above shall apply during our normal working hours.

**4.3** Any TSTT Equipment or component parts of the TSTT Equipment replaced by us pursuant to clause 4.1 shall upon replacement become the property of TSTT unless and until title has passed to you in accordance with clause 2.1.

**4.4** Save as expressly set out in this Agreement all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the TSTT Equipment are expressly excluded from this Agreement.

## 5. Liability

**5.1** The express warranty and undertaking given above is the only warranty given by us and shall be our entire liability including liability for negligence in respect of the sale of TSTT Equipment to you.

## SCHEDULE 2

### Terms And Conditions Of Rental Of TSTT Equipment

## 1. Delivery

**1.1** All risks in the TSTT Equipment shall pass to you upon delivery. Unless otherwise specified delivery shall be deemed to take place when the TSTT Equipment has been delivered to you or to the location specified by you.

**1.2** All dates and times specified to you for delivery of TSTT Equipment are best estimates only. We shall have no liability for any losses or other expenses sustained or incurred by you as a result of delay. You shall not be entitled to refuse acceptance of the TSTT Equipment as a consequence of such delay.

**1.3** You are responsible for ensuring that after delivery of TSTT Equipment it is not damaged, interfered with, modified, adapted or mistreated by you or by any third party and that it is not repaired by any person other than us.

**1.4** You are responsible for the proper use of the TSTT Equipment and if any TSTT Equipment is damaged, lost or stolen following delivery you must pay our charges for repairing or replacing such TSTT Equipment except that you shall not be liable to pay any sums in respect of repair or replacement as a result of wear and tear of TSTT Equipment. You shall notify us immediately of any such damage, loss or theft.

**1.5** We may request a deposit from you to meet your obligations under clause 1.4.

## 2. Title

**2.1** Title to the TSTT Equipment shall be retained by us at all times and you may not remove, tamper with or obliterate any identification mark attached to the TSTT Equipment showing that it is our property. On all occasions when the ownership of the TSTT Equipment is relevant you shall make clear to third parties that the same is our property.

**2.2** You may not assign or otherwise transfer any TSTT Equipment, either temporarily or permanently, to a third party without our prior consent in writing.

## 3. Specification

**3.1** We shall use all commercially reasonable endeavours to supply the TSTT Equipment in accordance with the specification therefore.

**3.2** We shall use our reasonable endeavours to ensure that all technical information, particulars of TSTT Equipment and performance specifications and performance descriptions submitted by us are as accurate as possible, but are not to be treated as binding or as forming part of this Agreement or part of any contract between us.

## 4. Liability

**4.1** The express warranty and undertaking given above is the only warranty given by us and shall be our entire liability including liability for negligence in respect of the rental of TSTT Equipment to you.

## 5. Return of TSTT Equipment

**5.1** On termination of the Agreement for whatever reason, you will return or make available for collection by us, TSTT Equipment rented from us. If you do not return such TSTT Equipment we will add the value of such TSTT Equipment to your account which will be forwarded, to our debt collector for collection. For the purposes of this section "our offices" means our registered office, business offices or those locations from time to time where we sell or rent mobile equipment.

**These Mobile Terms and Conditions are supplemental to the terms and conditions of service published by TSTT in the telephone directory. In the event of any inconsistency, these Terms and Conditions shall prevail as they relate to the provision of mobile services.**

## 1. Expressions Used In This Agreement

In this Agreement:-

- "Account" means a statement or record on which TSTT registers all your charges or credits;
- "Activation Charges" mean the charges payable by you for connection of the Equipment;
- "Agreement" means these terms and conditions including any documents, schedules, referred to or incorporated herein, the terms on the TSTT Application form, and any additional or varied terms and conditions as we may notify you;
- "Airtime" means use of the Mobile Network in consideration of payment of usage charges;
- "TSTT Equipment" means the mobile telecommunications equipment that we sell or rent to you and any replacement equipment and/or parts provided by us pursuant to Schedules 1 and 2;
- "Card" means the prepaid calling card which you purchase from us or other authorized agents which will enable you to access the Service;
- "Call Credits" mean the value of the calls remaining on the card which is available for use by you;
- "Cloned" means the copying of the unique identification number and telephone number of the Equipment into another piece of Equipment which enables fraudulent use of the Mobile Network;
- "Customer Equipment" means the mobile telecommunications equipment owned by you which is approved for connection to TSTT's Mobile Network;
- "Dollars" mean Trinidad and Tobago dollars;
- "Effective Date" means (i) in the case of prepaid Services, the date when the Services are first used by you; and (ii) in the case of postpaid Services, the date that this Agreement becomes effective which shall be the date on the Application Form;
- "Equipment" means TSTT Equipment, the SIM card or the Customer Equipment connected to TSTT's Mobile Network;
- "Grace period" is that time within which a mobile account can be reactivated once it has expired;
- "GSM" means Global System for Mobile Communication;
- "Mobile Network" means the digital mobile communications system provided by TSTT under this Agreement;
- "Our normal working hours" mean the opening hours of our business offices and our retail outlets as we may advise from time to time;
- "Prescribed period" is the time during which unexpired call credits can be used to pay for services. This period is specified to the customer in a text message upon top up of the account. The customer can also check the credit validity end date by dialing \*100#;
- "Price List" means our most current and published price list for Service, sale or rental of TSTT Equipment and reactivation charge, which includes any special pricing that we may offer for promotions, copies of which are available from our offices;
- "Publication" means placing a copy in a publicly accessible part of the principal place of business and all other business places where business with the public is transacted; on any public company website and providing a copy to any person who requests it, at a charge of the reasonable cost of printing and sending the copy to the person requesting same;
- "Service" means the mobile telephone, data, and associated services to be provided by us under this Agreement;
- "Service Address" means the address (or any subsequent address to which you move) at which we will bill you for the Service;
- "Service Charges" mean our charges for the provision of the Service to you;
- "Service Start Date" means (i) in the case of prepaid Services, the date that the Service is first used by you; and (ii) in the case of postpaid Services, the date that the Service is operational;
- "SIM Card" means the Subscriber Identity Module used with a GSM compatible mobile phone to access the GSM prepaid or postpaid Service;
- "Special activation charges" this is as specified from time to time on our website and which may include but is not limited to Postpaid Roaming, Credit Risk customers, SMSC and Bulk SMS service;
- "Special connection service" this is as specified from time to time on our website and which may include but is not limited to Postpaid Roaming, Credit Risk customers, SMSC and Bulk SMS service
- "Term" means the minimum period of time which you agree to take service as identified in the TSTT Application form;
- "Usage Charges" mean our charges for airtime and toll charges, additional telephone services, including but not limited to roaming;
- "Us"; "we"; "TSTT" or Telecommunications Services of Trinidad and Tobago Limited;
- "You" means the Customer with whom we make this Agreement and includes a person who we reasonably believe is acting with your authority or knowledge.

## 2. Sale and Rental of TSTT Equipment

- 2.1 If we sell you TSTT Equipment it shall be upon the terms and conditions set out in Schedule 1 of this Agreement.  
 2.2 If we rent you TSTT Equipment it shall be upon the terms and conditions set out in Schedule 2 of this Agreement.  
 2.3 Operating supplies are not included as part of the TSTT Equipment.  
 2.4 The price for either the sale or rental of TSTT Equipment is set out in our Price List.  
 2.5 The Price is inclusive of Value Added Tax (VAT), but does not include any other levy or charge imposed by the Government of Trinidad and Tobago, which shall be paid by you in such manner and at such rate prescribed by law.

## 3. Activation

- 3.1 We will agree a date for activation of Equipment with you in advance. We will where possible keep to the activation date but cannot be liable for any loss you may suffer if we fail to meet the date for reasons beyond our reasonable control.

## 4. Delivery of the Card and call Credits

- 4.1 Call Credits are valid for a prescribed number of days from the day that the card is activated. Call Credits not used within the prescribed periods expire at the end of the particular period.  
 4.2 If you add additional call Credits to your Account within the prescribed period, your Account is extended for an additional number of days from the latest top-up date. The additional number of days is the number prescribed for the value of the card.  
 4.3 You must in any event top-up your account within the grace period prescribed for the last card activated on the Account; If you do not do so you will lose the telephone number assigned to you and you must obtain a new telephone number from us by paying us the charges set out in the Price List for assigning you a new telephone number.  
 4.4 Call Credits are not refundable or redeemable for cash.

## 5. Service

- 5.1 We agree to provide the Service to you for as long as you comply with the terms of this Agreement. We may reject your use of the service if we discover that any Equipment has been previously reported as stolen or that you have an outstanding balance with us from another Account. We will use all reasonable skill and care in providing the service.  
 5.2 We shall maintain the Service to the best of our ability. We may, because of matters outside our control or for commercial or technical reasons, need to amend the Service provided. We will give you reasonable notice of any change of Service, where possible.  
 5.3 We may from time to time provide Service to you as part of a trial or test service. If so, we reserve the right to withdraw such trial or test service at any time without notice.  
 5.4 We will supply you with a telephone number to use in connection with the Service and only one unit of Equipment may use that assigned telephone number. You do not have any proprietary right in the telephone number, (or other code used to denote your network address), assigned to you and you cannot sell or agree to transfer it to anyone else. We reserve the right to change in whole or in part such telephone number or code.  
 5.5 Wireless systems use radio channels to transmit voice and data communications over a complex network. We will make all commercially reasonable efforts to ensure your privacy while using our Mobile Network, however, privacy cannot be guaranteed and we will not be liable to you for any lack of privacy which you may experience using the Service.

## 6. Charges

- 6.1 You agree to pay our charges for provision of the Service to you whether you use the service or someone else does, as set out in our Price List, and explained below:  
 6.1.1 Activation Charges - These are payable once you sign the Agreement.  
 6.1.2 Special Activation Charges - These are payable by you if we provide special connection Service and we shall agree with you our charges for such Service.  
 6.1.3 Access Charges - In the case of postpaid Service, these are generally payable monthly in advance for your monthly activation, call plan and features. In the case of prepaid service, these may be payable daily in advance.  
 6.1.4 Usage Charges - These are for airtime use, toll charges, roaming and data transfer, and are, in the case of postpaid Service, generally payable monthly in arrears and are billed at the end of the billing cycle in which they were incurred, and in the case of prepaid service, generally payable as and when incurred. Usage charges shall be charged at the rates prevailing at the time of connection of the call. You are responsible for payment for all calls including incoming calls if applicable, that are answered by fax machines, answering machines and all other forms of equipment or facilities connected to the dialed number. Even where outgoing international direct dialing service has been barred you are responsible for all charges for incoming international collect calls accepted by you. In case of any dispute arising from incoming collect calls the statement of the distant administration shall be conclusive evidence that such call was accepted.  
 6.1.5 Revision of Tariffs - Revised tariffs shall take effect for new customers upon publication. In relation to existing customers, revised tariffs, to the extent of an increase, shall only take effect upon the giving of notice to the customer in accordance with the terms and conditions published for such tariffs, the period of which notice must not be less than thirty (30) days.

to that term or any other term of this Agreement.

## 26. Entire Agreement

- 26.1 It is our intention that all the terms of the Agreement between us shall be in writing and you should ask for any variations or special terms to be recorded in writing.

## 27. Jurisdiction

- 27.1 This Agreement shall be governed and construed in accordance with the laws of Trinidad and Tobago.

## 28. General

- 28.1 You may not transfer or try to transfer any of your rights and responsibilities under this Agreement unless we have agreed in writing beforehand. We may transfer any of our rights without your permission, provided the level of service you now receive is not reduced as a result.  
 28.2 If you telephone us your call may be monitored or recorded so that we may manage your account or the Service. We are not liable for any lack of privacy which may be experienced with regard to the Service.  
 28.3 For your own protection, you must keep confidential the electronic serial number of your phone, any lock code(s) associated with your phone, your voice mail access number and any other personal identification or security codes. You will be solely responsible for all charges made to your account and for any loss and damage which you suffer if you fail to comply with this section.  
 28.4 Any notices required to be provided by us to you under this Agreement may be provided by way of advertisements in the daily newspapers or in any other manner selected by us.  
 28.5 Any notices that you are required to send us under this Agreement should be sent to us at our registered office.  
 28.6 If a section or condition of this Agreement is not legally effective, the remainder of this agreement shall be effective. We can replace any section or condition that is not legally effective with a section or condition of similar meaning that is.

## SCHEDULE 1

### Terms And Conditions Of Sale Of TSTT Equipment

## 1. Delivery

- 1.1 All risks in the TSTT Equipment shall pass to you upon delivery. Unless otherwise specified delivery shall be deemed to take place when the TSTT Equipment has been delivered to you or to the location specified by you.  
 1.2 All dates and times specified to you for delivery of TSTT Equipment are best estimates only. We shall have no liability for any losses or other expenses sustained or incurred by you as a result of delay. You shall not be entitled to refuse acceptance of the TSTT Equipment as a consequence of such delay.

## 2. Title

- 2.1 Until we have been paid in full for the TSTT Equipment supplied to you, you shall hold the same in a fiduciary capacity as bailee for us, and legal and beneficial title to the TSTT Equipment shall remain with us and you shall store it in such a way that it is clearly our property.

## 3. Specification

- 3.1 We shall use all commercially reasonable endeavours to supply the TSTT Equipment in accordance with the specification therefore.  
 3.2 We shall use our reasonable endeavours to ensure that all technical information, particulars of TSTT Equipment and performance specifications and performance descriptions submitted by us are as accurate as possible, but are not to be treated as binding or as forming part of this Agreement or part of any contract between us. We shall provide you with any user manual for the TSTT Equipment as supplied by the manufacturer.

## 4. Warranty

- 4.1 We will grant to you a warranty consistent with the manufacturer's warranty. Any TSTT Equipment which is found to our satisfaction to be defective at the time of delivery to you or within seven (7) days thereof as a result of faulty design, manufacture or workmanship will be replaced by us during that period at no cost. Thereafter we agree to repair free of charge defective TSTT Equipment for up to a period of twelve (12) months from the Service Start Date provided that in either case:  
 (a) the TSTT Equipment has not been misused mishandled, overloaded, amended, modified or repaired in any way by you, your servants or agents, or any other person not authorized by us for the purposes thereof or used for any purpose other than that for which it was designed;  
 (b) You provide us with proof of purchase of the TSTT Equipment from us; and  
 (c) The manufacturer of such Equipment has provided us with a warranty of at least twelve (12) months. Should the manufacturer's war-

- 20.1.1** You break or continue to break your obligations under this Agreement. In the case of minor breaches which are capable of remedy, we shall give you notice of the breach and at least 7 days in which to remedy the breach before we terminate this Agreement;
- 20.1.2** We provide you with a prepaid service and you maintain a zero balance on your Account beyond the expiry of the applicable grace period;
- 20.1.3** You become bankrupt or insolvent;
- 20.1.4** Our concession expires or is revoked; or
- 20.1.5** Anything beyond our control prevents us from providing the Service for a period of more than sixty (60) days.
- 20.2** You agree to defend, indemnify and hold us, our employees, affiliates and agents harmless from claims or damages relating to this Agreement or your obligations under this Agreement and use of the Service and Equipment unless resulting directly from something we or anyone who works for us does or does not do under or in connection with this Agreement. You also agree to pay our reasonable attorney's fees and other costs incurred in enforcing this Agreement.

## 21. If We Break This Agreement

- 21.1** We accept liability for our failure to perform our obligations. However our liability is limited as set out in Clauses 21.2 to 21.5 below.
- 21.2** We do not exclude or restrict our liability:
- 21.2.1** For death or personal injury caused by our negligence; or
- 21.2.2** For any liabilities which cannot by law be excluded.
- 21.3** Our liability under this Agreement is limited to the total charges for the Service provided during the month in which such liability arises, or to the value of the Card purchased, as applicable.
- 21.4** We do not accept any liability for loss of revenue, business, contracts, anticipated savings, profits, or wasted expenses or any other consequential damages. In this section "anticipated savings" means any costs which you expected to avoid by using the Equipment or Service.
- 21.5** We do not accept any liability in connection with information, data, goods or services you may obtain from third parties when using the Service.

## 22. Matters Outside Our Reasonable Control

- 22.1** We shall not be liable to you if the performance of any of our obligations contained in this Agreement is delayed or prevented by matters outside our reasonable control. Such matters include, but are not limited to: fire, flood, hurricane, lightning, extreme weather conditions, industrial disputes, actions of local or national government, war, or acts of terrorism or vandalism, location of Equipment and atmospheric or topographical conditions.

## 23. Transfer of Service from One Customer to Another

- 23.1** The Service is provided by us to you and you may not assign the benefit of this Agreement or otherwise transfer the Service whether temporarily or permanently to a third party without our prior approval in writing.
- 23.2** You may apply for the transfer of Service to a new customer. Application must be made to us in writing signed by both parties. Where the prospective customer is not already our customer, he will be required to complete and submit an Application form to us. An application for the transfer of Service shall be treated in all respects as a new application for Service. All outstanding charges must be paid before the transfer can take place.

## 24. Data Protection

- 24.1** We may use and disclose any personal information you give us for the purposes of managing your account and providing the Service. We may also disclose this information to our contractors and agents in connection with these purposes.
- 24.2** As part of our sales and marketing activities we and our associated companies may write to you or send you messages (e.g. e-mails or text messages) to give you details of our other products or services available. We may also disclose your personal information to research organizations for the purpose of surveying our customers' opinions about our Service. If you do not wish us to use your data for these purposes you must notify us in writing.
- 24.3** When you use the Service to access data, content or Internet services, your telephone number and other subscriber identification may be transmitted, and you may provide personal information, to third parties. The way third parties handle and use your personal identification and information is governed by their policies, and we have no responsibility for their policies or for their compliance with them.

## 25. Waiver

- 25.1** Any waiver by us of a breach of any term of this Agreement shall not operate as or be construed as a waiver of any other breach of such term in this Agreement. Our failure to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered to be a waiver of any rights under this Agreement or operate to deprive us of the right thereafter to insist upon strict adherence

## 7. Charges for Postpaid Service

- 7.1** We may agree with you different billing cycles depending on your typical spending levels and may change your billing date for operational reasons. You may make any enquiries relating to a particular account either in person at our local office, or in writing, within three months of the date of the account in question. We are not obliged to consider claims that any account is incorrect, made after three months have elapsed from the date of that account, but if we agree to do so we may charge a reasonable fee for carrying out such investigation. If following any such investigation, it is found that such an account was in fact incorrect we shall refund you that reasonable fee.
- 7.2** We shall prepare bills monthly and will send it to you by ordinary post or it will be delivered to the Service Address (or such other physical or electronic address as we may agree). You must pay each bill by the pay-by date shown on that account. Failure to receive bill does not relieve you of the responsibility to pay the amount due. If you do not receive a bill, you should check with our local office.
- 7.3** If you have agreed to pay your bill by direct debit or credit card, you authorize us to alter your variable direct debit or credit card instruction in accordance with the charges applicable to your Service. We shall notify your bank or card issuer each billing period of the amount due.
- 7.4** Because of the extra administrative costs incurred by us, when accounts are not paid when due we may charge you interest on overdue amounts from the due date until receipt of payment by us at 1.5% per annum.

## 8. Charges for Prepaid Service

- 8.1** You pre-pay for the Service by topping-up your Account with us. You do this by purchasing additional Cards or via electronic "Top-Up" systems. Your pre-payments are not repayable by us or the interest payable on any credit you have with us. Each time the Service is used by you, (or by someone else using the Equipment); the Call Credits you have purchased are reduced in accordance with the Usage Charges. You agree that our records determine how much your account is topped-up and the rate of use of the Service.
- 8.2** In the event that Usage Charges are not decremented in real time and we subsequently become aware of such use of the Service we shall decrement the Usage Charges from your Account.
- 8.3** You agree to pay our rental charges if you rent TSTT Equipment from us.
- 8.4** You agree to pay our reactivation charge as set out in our Price List if you reactivate the Service in accordance with clause 4.3.

## 9. Credit Referencing and Deposits

- 9.1** On applying for Service you shall pay us a deposit, if applicable, in the amounts set out in our Price List, as security for the non-payment of bills.
- 9.2** We may carry out a credit check on you at any time before or during this Agreement and if you do not meet our credit criteria or persistently default in paying your bills on time we may:
- 9.2.1** Require you to pay a further deposit as is reasonable in the circumstances;
- 9.2.2** Impose such credit limit on your account in respect of Usage Charges (billed and unbilled) as is reasonable in the circumstances and which may be set at the level of your deposit;
- 9.2.3** Suspend the Service, if you exceed such credit limit until we have received payment in respect of outstanding charges.

## 10. Loss or Theft of Equipment

- 10.1** In the event of loss or theft of Equipment:
- 10.1.1** Where we provide you prepaid Services, you shall immediately notify us of such theft. Upon such notification we shall forthwith bar the Equipment from making or receiving calls. If the Equipment is subsequently recovered you shall provide a request to us to lift the bar on the Equipment. We will require your completed Registration form and proof of identity to effect these changes;
- 10.1.2** Where we provide you postpaid Services, you shall immediately notify us orally of such theft (with faxed confirmation to follow within 24 hours). Upon such oral notification we shall forthwith bar the Equipment from making or receiving calls. If the Equipment is subsequently recovered you shall provide a written request to us to lift the bar on the Equipment.
- 10.2** You agree that until such notice of the loss or theft has been properly received by us in accordance with Clause 10.1.2 above any Usage Charges incurred with or without your knowledge using the Equipment shall be payable by you.
- 10.3** TSTT Equipment that has been lost or stolen shall be replaced in accordance with the terms set out in schedule 1 or 2. Provided however, in the case of subsidized TSTT Equipment you agree to reimburse TSTT the difference in value between the actual cost and the subsidized cost of the handset you purchased should this subsidized handset be lost or stolen within twelve (12) months from the Effective Date.

## 11. The SIM card

- 11.1** When your Customer Equipment is activated for our GSM-based Service, you will receive a SIM card. This SIM card contains a microchip that is the brain of your Customer Equipment and identifies you on our Mobile Network. It stores information about your telephone number, service and registration and provides the memory for your phone book and stored messages. The GSM-based Service will not work without the SIM card, so you must keep it with you at all times and have it correctly installed in the Customer Equipment.
- 11.2** If you make calls on more than one type of Customer Equipment using the same SIM card, such calls will be automatically charged

to your account.

**11.3** The SIM card is your property, and you must keep it safe and in good condition. Any loss of, or damage to your SIM card is at your risk, and you must pay us a replacement fee for lost and damaged SIM cards. A replacement fee will not be charged in the event that a SIM card that we have supplied is faulty or defective and is returned to us within the applicable warranty period.

## 12. Cloned Equipment

**12.1** It is our policy to recommend an upgrade to the digital Mobile Network where an item of Equipment has been cloned. In the event that you do not wish to upgrade then you agree to accept liability for any subsequent usage charges generated as a result of the Equipment being cloned.

## 13. Termination

**13.1** You may cancel this Agreement prior to the Service Start Date by giving us written notice. We may charge you our reasonable expenses for any work that we carried out prior to receipt of your notice.

**13.2** We may terminate this Agreement prior to the Service Start Date where it proves impossible, by reason of our construction or network requirements, to provide the Service. In such circumstances we will refund to you any monies paid to us.

**13.3** If we provide you a postpaid or prepaid Service, you may terminate this Agreement at any time. You agree that in the case of Postpaid Service that you will pay the Service Charges and Usage Charges up to the end of termination or until you stop using the Service, whichever is later. In addition, if you terminate this Agreement prior to the expiration of the relevant term or in any way not in accordance with this clause, you will pay us a cancellation charge in the amount calculated at the time of termination, which will be based on any subsidy provided by us to you, whether on TSTT Equipment or Service.

**13.4** If we provide you a prepaid Service, we may terminate the Service without prior notice if the account maintains a zero balance beyond the end of the grace period prescribed for the last card or Top-Up activated on the Account.

**13.5** A prepaid service may also be terminated by TSTT upon receipt of notice by the customer.

## 14. Use of the Service

**14.1** You must use the Service in accordance with our reasonable instructions notified to you in writing from time to time.

**14.2** You must not use or allow others to use the Service:

**14.2.1** To send any message, which is defamatory, abusive, offensive, obscene, menacing or illegal;

**14.2.2** Fraudulently, or in connection with any criminal offence, or for any purpose prohibited by common law, statute, regulation, rule, by-law international convention or other law;

**14.2.3** In a manner which causes needless anxiety or inconvenience to, or infringes the rights of any other person;

**14.2.4** In any manner which interferes with, modifies, or adapts Equipment supplied by us whether under this or any other Agreement;

**14.2.5** In any manner or for any purpose which may circumvent, frustrate or diminish our or any other concessionaries right to provide telecommunications systems and service in Trinidad and Tobago;

**14.2.6** In such a way as to avoid, evade or reduce payment of our standard charges for the Service;

**14.2.7** To provide or receive any telecommunications service from any person who is not authorized by way of concession to provide telecommunications in Trinidad and Tobago;

**14.2.8** In a manner which, we reasonably believe adversely affects the provision of telecommunications service to our other customers; or

**14.2.9** In any manner to transmit voice or data communications by any means other than that established or approved by us or the appropriate regulatory authorities in Trinidad and Tobago, and you agree that we may block transmission over such unauthorized routes.

**14.3** You agree to comply with the terms of our Acceptable Use Policy as published by us from time to time, when you use the Service to access data, content and Internet services.

**14.4** You agree to be responsible for any claims or liabilities arising out of your failure to observe this condition relating to your use of the Service.

## 15. Unusually High Usage of the Service

**15.1** If we provide you with a postpaid Service, in exceptional circumstances, for your and our protection, we can suspend the Service if the number of calls or charges for calls made by you has increased to such an extent that it appears, in our reasonable opinion, that the Service is not being used by you in a manner consistent with your previous use.

**15.2** We will make reasonable efforts to contact you before we suspend the Service, so that you may increase your credit limit or make payment toward the account but we are not liable for any loss you may suffer if we are unable to do so or if we suspend the Service for a reason covered by this Clause 15.

**15.3** If we suspend the Service, we will not provide it again until you satisfy us that you know of the increase in use of the Service and that you will pay the Usage Charges relating to such increased usage. We may in addition:

**15.3.1** Bar you from making international calls and/or premium rated calls if in our reasonable opinion, the charges for such calls form a significant proportion of the Usage charges. We will act reasonably in deciding whether to do any of these things.

## 16. Customer Equipment

**16.1** When you subscribe to the Service, but use Customer Equipment not provided by us, such Equipment must comply with standards to be determined by us. We can change these Equipment compliance standards at any time during our Agreement.

**16.2** If you use Customer Equipment not provided by us we can only provide the Service to you if we can program such Equipment. You agree that it is your responsibility to give us all information which we need to do this, including the name and address of the manufacturer of the Equipment, and the installation and programming instructions for the Equipment. We are under no obligation to obtain this information from the manufacturer or any other source. We cannot guarantee provision of the Service to you when you use Customer Equipment not supplied by us.

## 17. Maintenance

**17.1** We shall provide such maintenance and repair as we reasonably consider necessary to provide the Service.

**17.2** You agree to notify us promptly of any defect in the operation of our Mobile Network or provision of the Service by telephoning or writing to us. We aim to respond as soon as possible during our normal working hours. If you request we will consider working outside our normal working hours, but you must pay us our additional visit charges at our charging rates set out in the Price List. Many problems can be corrected remotely without the need to dispatch a technician.

**17.3** You must not attempt to restore the Service or permit anyone else to do so.

**17.4** We may charge you for our reasonable costs and expenses attending to fault reports, or in providing maintenance and repairs if the need for such maintenance arises out of:

**17.4.1** Misuse, neglect or damage to the Equipment; or

**17.4.2** Your failure to reasonably comply with the provisions of this Agreement.

## 18. Suspension of Service

**18.1** We may immediately suspend the Service if:

**18.1.1** We provide you a postpaid Service and you fail to make payment when due of our charges for the Service, exceed the agreed credit limit, or fail to satisfy us as to your creditworthiness at any time;

**18.1.2** We need to carry out repairs, maintenance, modification or upgrading to any part of the Mobile Network;

**18.1.3** Anything beyond our control prevents us from providing the Service;

**18.1.4** There is an emergency, or in order to provide or safeguard service to the emergency services or hospital or other medical services;

**18.1.5** You do not keep the conditions of the Agreement or any other agreement that you have with us;

**18.1.6** We are entitled to terminate the Agreement if:

**18.1.7** You use or permit others to use any of our Service for the purpose of making annoying, offensive or abusive calls and/or making annoying, offensive or abusive text messages;

**18.1.8** You do anything that damages or puts the Mobile Network at risk, or if you abuse or threaten us or any of our employees;

**18.1.9** We reasonably believe that any Equipment used in connection with the Service poses a danger to persons or property or interferes with the Service;

**18.1.10** We are required to do so by lawful authority;

**18.1.11** We reasonably believe that the Service is being used in a way prohibited by Clause 14 or fraudulently;

**18.2** Where we suspend the Service as a result of your breach of this Agreement, we may, in our sole discretion, not restore the Service unless we are satisfied that there will be no repetition of the circumstances giving rise to the suspension. In the case of non-payment by you of any of our charges, we may not restore service until you have paid us all outstanding charges, a reconnection charge and a deposit to secure your future liabilities.

**18.3** You are still liable for all charges during suspension or disconnection unless we otherwise decide, at our sole discretion. If there is a severe disruption to the Mobile Network or the Mobile Network completely breaks down, we will prorate your monthly service charges, if applicable, and you will not be charged for the period that you did not receive service.

**18.4** Where the Service is suspended or disconnected we are not obliged to refund any additional prepaid call Credits held on your Account.

## 19. Changing the Agreement

**19.1** You may add to or reduce the Service from time to time by contacting our Customer services. Any upgrade or downgrade in service level or any other change in Service must be effective for a minimum period of one month before a further change in the same Service may be implemented. The charges applicable to your changed Service and for changing the Service will be as set out in our Price list at the time we agree to the change.

**19.2** We may from time to time change the terms of this Agreement including our Access Charges and/or Usage Charges. We shall give you advance notice of any changes which significantly affect the Service or increase your Access/Usage Charges.

## 20. If You Break This Agreement

**20.1** We may terminate this Agreement with immediate effect if: